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**Consumer Affairs &
Business Regulation**

EXECUTIVE OFFICE OF CONSUMER AFFAIRS AND BUSINESS REGULATION
ONE ASHBURTON PLACE • BOSTON • MA 02108

Consumer's Guide to the Lemon Law

New Car Protection

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THE MASSACHUSETTS LEMON LAW

The single largest area of consumer complaints involves automobile repair and defect problems. Anyone can understand the frustration of returning again and again to a dealership with a defect problem, only to find that more repairs are needed. The Lemon Law, *Massachusetts General Laws, Chapter 90, Section 7N½*, is designed to provide long-awaited relief to consumers who have had chronic problems with their new cars.

Simply stated, the Lemon Law, *effective January 1, 1984*, defines a lemon so that consumers have an easier way to deal with defective new car problems. If your new car is a lemon, you may have the right to a new one or your money back.

WHAT DOES THE LEMON LAW COVER?

After January 1, 1984, any buyer of a new car, motorcycle, van or truck for personal or family purposes is covered by the Lemon Law for 1 year or 15,000 miles of use from the date of original delivery, whichever comes first. In the case of a replacement vehicle provided by a manufacturer to a consumer under the Lemon Law, the 1 year or 15,000 mile term of protection starts from the date of delivery to the consumer of the replacement vehicle. "New" includes vehicles purchased after January 1, 1984 and transferred during the 1 year or 15,000 mile term of protection.

The Lemon Law does **not** cover auto homes, vehicles built primarily for off-road use or any vehicle used primarily for business purposes.

WHAT IS A LEMON?

The Lemon Law defines a lemon as a new motor vehicle which does not conform to any applicable express or implied warranty and which, after "a reasonable number of attempts", cannot be repaired so that it does conform to those warranties.

If you don't understand what an express or implied warranty is, Consumer Affairs and Business Regulation has two free consumer rights pocket guides explaining these terms.

IMPORTANT NOTE: The Lemon Law does not cover **all** new car problems. To warrant a refund or replacement, a car must have defect(s) which substantially affect its use, safety, or market value.

WHAT IS A REASONABLE NUMBER OF ATTEMPTS?

A reasonable number of attempts have been undertaken to conform the vehicle to any applicable express or implied warranties if:

- the same substantial defect has been subject to repair 3 or more times within the 1 year or 15,000 mile term of protection, but such problem continues to exist or has recurred within the term of protection, or
- the vehicle has been out of service by reason of repair of any substantial defect for a cumulative total of 15 or more business days during the 1 year or 15,000 mile term of protection; provided, however,
- the manufacturer gets one final chance, not to exceed 7 business days to fix any substantial defect arising during the term of protection even though the final chance to fix the defect begins after the 1 year or 15,000 mile term of protection.

The 1 year or 15,000 mile term of protection, the 15 business day period and the final chance to fix the defect will be extended when repair service is unavailable due to war, invasion, fire, flood or other natural disaster. These time periods will also be extended when repair service is unavailable as a direct result of a strike; provided, however, that the manufacturer, its agent, or authorized dealer provides or makes provision for the free use of a vehicle to any consumer whose vehicle is out of service by reason of repair during a strike.

WHAT IS A SUBSTANTIAL DEFECT OR NONCONFORMITY?

The Lemon Law defines the word “nonconformity” as any specific or generic defect or malfunction, or any concurrent combination of such defects or malfunctions that substantially impairs the use, market value or safety of a vehicle.

WHAT DEFECTS ARE NOT INCLUDED?

The Lemon Law does **not** include the following defects:

- Defects which do **not** substantially impair the vehicle’s use, market value or safety;
- Defects caused by the consumer’s negligence, damage caused by accident, vandalism, or attempts to repair the vehicle by a person other than the manufacturer, its agent or authorized dealer; and
- Defects caused by any attempt to substantially modify the vehicle which was not authorized by the manufacturer.

HOW THE LEMON LAW WORKS

Some Consumers Must Go Through Arbitration —

Some manufacturers require that you first go through a qualified dispute settlement mechanism before you demand a refund or replacement. Upon original delivery of your new vehicle, the manufacturer must provide you with a clear and conspicuous written notice of any requirement that you go through arbitration. A qualified dispute settlement mechanism will be referred to in this pamphlet as an arbitration panel and is described in the next section.

Save Your Repair Records — In order to prove you are a bonafide lemon-owner, be sure to keep all your repair bills and records in a secure place. You must report the substantial defect to the manufacturer of the vehicle, its agent or its authorized dealer during the 1 year or 15,000 mile term of protection.

Refund or Replacement — If the manufacturer, its agent or authorized dealer does not conform the vehicle to any applicable express or implied warranties by fixing the substantial defect after a reasonable number of attempts, the manufacturer must accept return of the vehicle from the consumer and, at the manufacturer’s option, refund the full contract price of the vehicle including all credits and allowances for any trade-in vehicle, less a reasonable allowance for use, or replace it with a vehicle acceptable to the consumer. A reasonable allowance for use equals 1/100,000 of the purchase price for every mile on the odometer.

Vehicle Must Be Acceptable to You — A manufacturer exercising its option to replace a vehicle has 30 days from the date of return of the vehicle under this Law to deliver a vehicle acceptable to the consumer. If, within those 30 days, no vehicle acceptable to the consumer has been delivered, the manufacturer must refund the full contract price less a reasonable allowance for use as defined above.

Registration and Sales Tax Reimbursement — In instances in which a vehicle is **replaced** by a manufacturer under the Law, the manufacturer must reimburse the consumer for any fees for the transfer of registration or any sales tax incurred by the consumer as a result of such replacement.

No Refinancing Agreement — In instances in which a vehicle which was financed by the manufacturer or its subsidiary, or agent, is replaced under the Law, that entity must not require the consumer to enter into any refinancing agreement which would create any financial obligations upon the consumer beyond those implied by the original financing agreement.

Finance Charge and Option Reimbursement — In instances in which a **refund** is given under the Law, the manufacturer must also reimburse the consumer for incidental costs including sales tax, registration fees, finance

charges and any cost of options added by an authorized dealer.

Towing and Rental Reimbursement — Whenever a vehicle is replaced or refunded under the Law, in instances in which towing services and rental cars were **not** made available at no cost to the consumer, the manufacturer must also reimburse the consumer for towing and reasonable rental costs that were a direct result of the vehicle's substantial defect.

Retaining the Use of the Vehicle — A consumer must have the option of retaining the use of any vehicle returned under the Law until such time as the consumer has been given a full refund or replacement vehicle acceptable to the consumer.

THE ARBITRATION PANEL

Some manufacturers have set up arbitration panels to decide Lemon Law cases. To be qualified under the Lemon Law, a panel must meet certain standards: The arbitration panel must comply in all respects with the *Magnuson-Moss Warranty-Federal Trade Commssion Act*, a federal law 15 U.S.C. §§ 2301 to 2312 inclusive and any rule or regulation promulgated under the *Act* in effect on April 1, 1983, 16 C.F.R. § 703. Under those regulations, the arbitration panels have 40 days to make a decision.

The Lemon Law provides that the arbitration proceeding is binding on the manufacturer, but **not** on the consumer.

The Lemon Law prescribes a reasonable time not to exceed 30 days within which the manufacturer must perform its obligations under the arbitration panel's decision.

Under the Lemon Law, members of the arbitration panels must have no direct involvement in the design, manufacture, distribution, sale or service of motor vehicles or their parts. At least one-half of the membership of the arbitration panels must be appointed by the Secretary of Consumer Affairs and Business Regulation.

IMPORTANT NOTE: Not all manufacturers have arbitration panels. Also, not all panels comply with the Lemon Law. To find out if a manufacturer has a complying panel, contact the Executive Office of Consumer Affairs and Business Regulation.

Secretary of Consumer Affairs and Business Regulation Paula W. Gold has set up a Lemon Law Arbitration Advisory Committee to screen appointments to the arbitration panels. Any consumers interested in serving in a non-paid position on an arbitration panel should send their resume to:

Lemon Law Arbitration Advisory Committee
Executive Office of Consumer Affairs and Business Regulation
One Ashburton Place, Room 1411
Boston, Massachusetts 02108

DISCLOSURE OF VEHICLE RETURNED UNDER THE LEMON LAW AS A LEMON

No vehicle that is returned to the manufacturer under the Lemon Law can be resold in the state without a clear and conspicuous written disclosure of the fact that it was so returned prior to resale of the vehicle. The Attorney General is charged with prescribing the exact form and content of the disclosure statement.

THE LEMON LAW DOES NOT LIMIT RIGHTS UNDER OTHER LAWS

The Lemon Law does not limit the rights or remedies which are otherwise available to consumers under any other law.

A LEMON LAW VIOLATION IS A CHAPTER 93A VIOLATION

Failure to comply with any of the provisions of the Lemon Law is an unfair or deceptive act under *Massachusetts General Laws, Chapter 93A*, the Consumer Protection Act.

Consumer's Guide to Auto Repair



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SELECTING AN AUTO REPAIR SHOP

Based upon the recommendation of friends, compile a list of potential repair shops. Narrow your choice to two or three facilities based upon the strength and frequency of these recommendations. Then, contact the Better Business Bureau to determine the nature and extent of any complaints which have been filed against these shops. Ask the shops you are considering to furnish you with customer references.

QUALIFICATIONS

Find out whether any of the mechanics in a shop are certified by the Automotive Service Excellence (ASE). Although certification is a sign of competence, many excellent mechanics may not be certified. A certified mechanic has taken one or more written examinations in these eight automobile specialty area:

- Engine Repair
- Engine Tune-up
- Front End
- Brakes
- Automatic Transmission
- Manual Transmission and Rear Axle
- Electrical Systems
- Heating and Air Conditioning

If an automobile mechanic takes and passes all tests, he is certified as a General Automobile Mechanic. If he passes one or more tests, but not all tests, he is certified in the specific areas in which he has proven his competency. (Additional tests and certifications are given for heavy-duty truck mechanics, for body repair, and for painting and refinishing specialists.)

Consumers wishing to obtain a list of places in their community where certified mechanics are employed can send a self-addressed stamped envelope to:

ASE, Suite 515
1825 K Street, N.W.
Washington, DC 20006

ON-SITE INSPECTION

Visit the repair facility. The shop should appear to be well-equipped with proper tools and well-stocked with parts. The work area should be clean and well-organized. Cleanliness and order usually are associated with good mechanics.

DIAGNOSING YOUR PROBLEM

Automotive diagnostic centers are located in many urban areas. These centers provide a comprehensive examination of your car for a fixed fee. They use sophisticated test equipment to identify potential mechanical problems and they examine the efficiency of your car's operation. Mechanics at a diagnostic center list all required repairs and adjustments, but they do not fix your car. Diagnostic center evaluations are generally impartial, thorough, and accurate. They are a good investment for individuals who are not familiar with cars.

EXPLAINING YOUR PROBLEM

Provide the mechanic with as many details as possible about your car's problem. Describe the symptom, and let the mechanic make the diagnosis. If possible, include a description of these factors:

- nature of the problem
- when the problem first occurred
- circumstances under which the problem exists
- unusual sounds, leaks or odors

AUTO SERVICE CONTRACTS

A service contract is "breakdown insurance." It provides specific coverage during a period when the service contractor agrees to repair or maintain your car for an agreed upon price. An auto service contract is *not* required either to obtain insurance or to finance your car.

Before deciding to purchase an automobile service contract, review your existing coverage. It may overlap coverage which you already have under a manufacturer's or dealer's express warranty, or under the Massachusetts implied warranties which automatically exist with every dealer sale. If a car is purchased for personal use, a dealer may not use a disclaimer stating the car is being sold *as is*, with all faults, or with a 50-50 warranty.

Decide whether the service contract is worth the service you will receive. A service contract should specify the following:

- Coverage (cost and term in years or miles)
- Deductible amounts (if any)
- Scope of basic coverage (all parts or only major mechanical parts, and labor)
- Optional coverage (air-conditioner and electrical systems)
- Agency authorized to perform repairs (geographical restrictions of service or restricting the provision of service to a single dealership)
- Limitations or exclusions (maintenance, unrelated repair, towing, car rental)
- Transferability (provision for a successor if the issuer goes out-of-business)
- Transferability to another vehicle
- Transferability to a private party successor owner
- Fees (service transfer or cancellation)
- Service charges, if any, for visits must be in writing
- Method of payment (either direct dealer or mechanic payment or reimbursement for authorized bills you have already paid)

Auto service contracts are offered by manufacturers, contract companies, insurance companies and individual dealers. A variety of coverage and pricing is available. Some contract sellers are insured against a sudden rush of claims and can demonstrate their ability to meet financial obligations, others cannot. Ask the company to provide evidence of financial strength before you purchase.



PRICES FOR REPAIRS

Unless a price list is posted clearly and conspicuously, the estimate must list the specific repairs and the total price including an itemization of parts and labor. Prices for the same work can vary widely, so it is advisable to obtain comparative prices from several shops. Before work begins, you must give the shop written authorization either by signing an estimate or by signing a waiver which includes authorization to a specific amount. *M.G.L., c. 93A, § 2(c), 940 CMR 5.05 (3)*

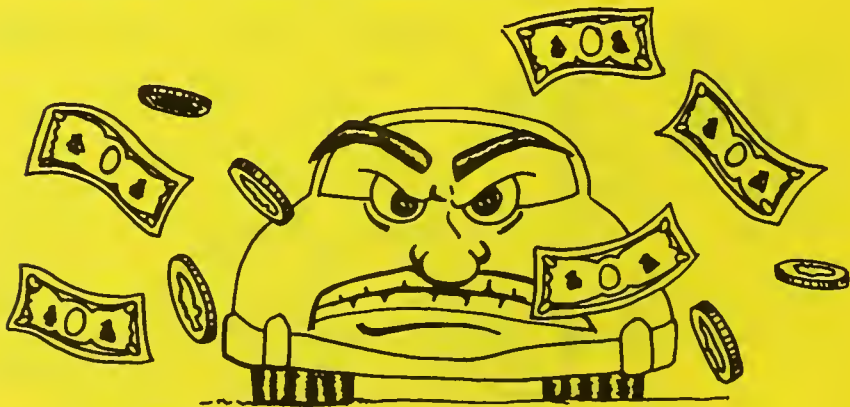
REMEDIES FOR DISSATISFACTION

- If dissatisfied, immediately register a complaint with the owner or manager of the shop which did your work.
- If you cannot reach a settlement, you may wish to seek a second opinion from another auto mechanic or a vocational school instructor. Include this information in a complaint letter to the shop owner.
- If the repair shop fails to respond, write to your local consumer group listed in *A Self-Help Guide* in the front of your telephone book under the heading *Consumer Protection*. State the facts including:
 - your name, address and daytime telephone number
 - name and address of the repair shop
 - make and model of your car
 - the total cost of repairs shown on a copy of your bill
 - a copy of the complaint letter you have sent to the shop.
- A violation of the auto repair regulations described in our pamphlet "Consumer's Auto Repair Rights," is a violation of the Consumer Protection Act. Consequently, if the above mentioned action fails, you should write a "30-Day Demand Letter," seeking recovery of your loss. Send the letter certified mail/return-receipt requested and regular mail to the shop, a copy by regular mail to the Department of the Attorney General and retain a copy for your records. For details, write for our free pamphlet entitled: "Consumer's Guide to the 30-Day Demand Letter."

SMALL CLAIMS COURT

If either your local consumer group or a 30-Day Demand Letter fails to provide a remedy, you may have to sue in Small Claims Court. Small Claims Court is a people's court where you can recover up to \$1,200 for a filing fee of less than \$10. The atmosphere is informal, and the rules of the court are simple. A consumer represents himself in Small Claims Court and does not need an attorney. To help prepare your case, you may wish to obtain advice from *MASSPIRG Small Claims Court Advisory Service* in Boston. Telephone 617/423-1796 or the Small Claims Advisory Service, 99 Bishop Allen Drive, Cambridge, MA 02139. Telephone 617/497-5690. You may also wish to obtain our free pamphlet entitled:

"Consumer's Guide to Small Claims Court."



ABBREVIATIONS

M.G.L. = *Massachusetts General Laws*;

c., § = *Chapter and Section*;

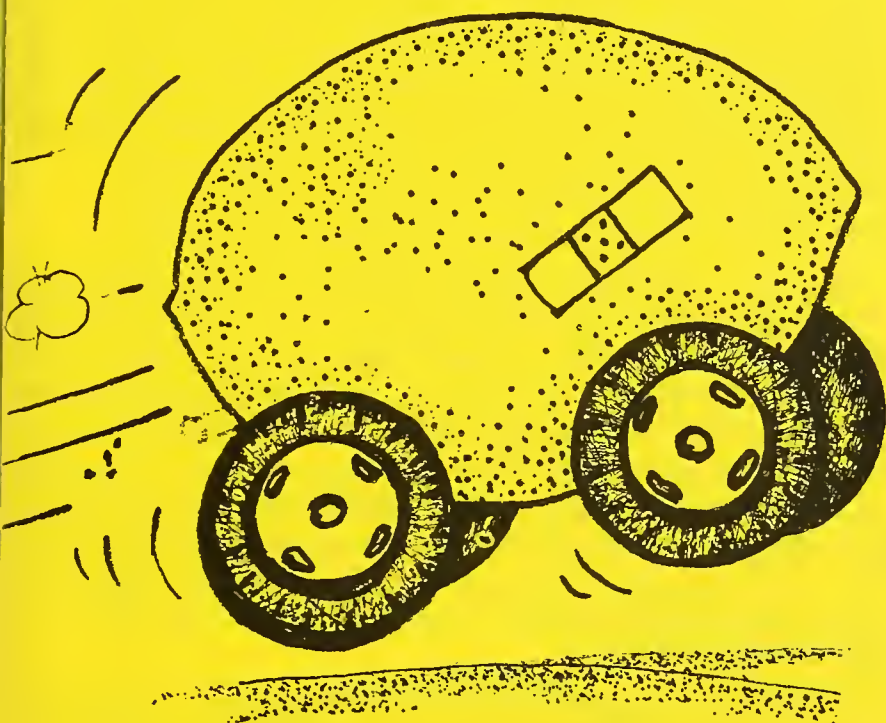
CMR = *Code of Massachusetts Regulations*.

For further information you may wish to obtain Consumer's Auto Repair Rights which is also available from our Office.

**Consumer Affairs &
Business Regulation**

Consumer's Guide to the Lemon Aid Law

*Used Car Protection
7-Day Auto Refund Law*



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NOTE: The Lemon Aid law applies to both dealer and private party sales of cars and motorcycles. Where the word "dealer" is used, that statement applies only to dealers because it refers to the Attorney General's Motor Vehicle Regulations, 940 CMR 5.00. The Lemon Aid law applies to sellers and buyers, which includes private parties.

"THIS CAR IS A LEMON!"

Have you ever purchased a car that turned out to be a lemon the day after you purchased it? You may have a simple remedy available to you if the defects are related to safety or combined safety and emissions inspection. The Lemon Aid law is Massachusetts General Laws, Chapter 90, Section 7N. It allows you to void or cancel a motor vehicle contract of sale if the vehicle fails to pass the inspection sticker test within SEVEN days from the date of sale and the estimated cost of emissions or safety-related defects exceed TEN per cent of the purchase price.

"BUT MY CAR ALREADY HAS A STICKER"

By law, the dealer must remove the sticker. A sticker previously affixed to the windshield of a second-hand motor vehicle is NOT transferable under the buyer's registration plates. Therefore, it is your responsibility as the buyer of a used car to submit it for inspection within SEVEN days of the date of sale. Naturally, the inspection must be completed by an Official Massachusetts Inspection Station licensed by the Registry of Motor Vehicles.

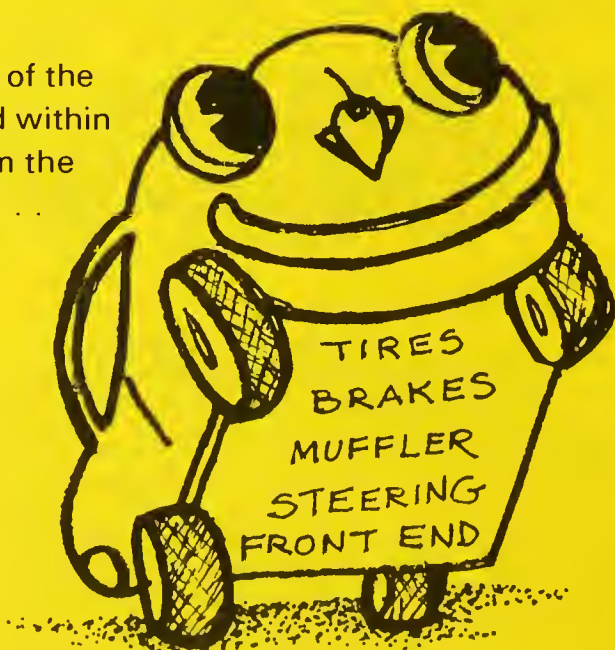
"MY CAR HAS BEEN REJECTED . . . NOW WHAT DO I DO?"

Once the vehicle has been submitted for an inspection and has been issued a rejection sticker, you must take the steps outlined below to ensure compliance with the law. It should be noted that if the rejection was caused by the negligent or abusive operation of the buyer or as a result of an accident or collision occurring after the date of sale, the buyer is NOT entitled to void the contract of sale.

A STEP-BY-STEP GUIDE TO CANCELLATION

NOTE: You must follow every step outlined below or you will not be allowed a refund under this law. The vehicle must be inspected and rejected by a licensed Massachusetts Inspection Station within seven days from the date of sale.

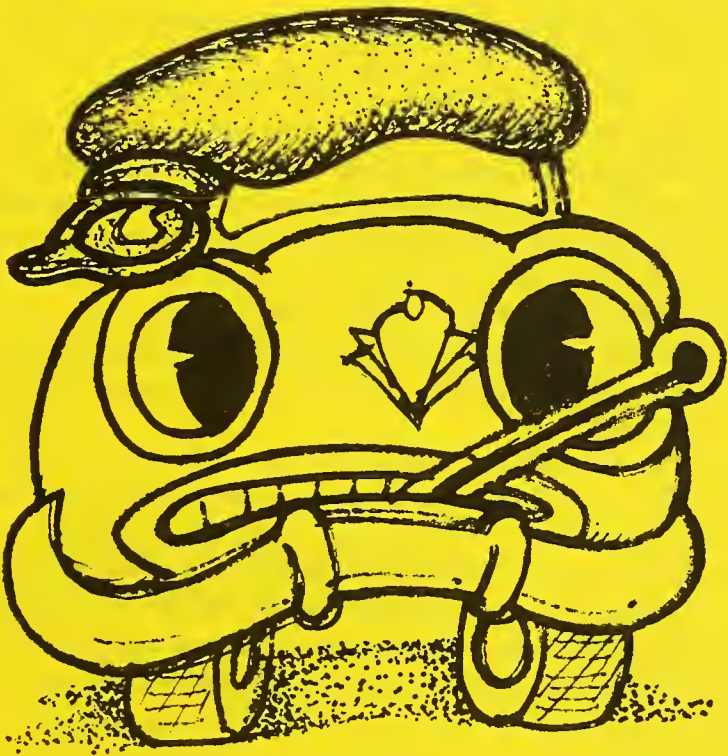
After receipt of the rejection and within ten days from the date of sale . . .



1. You must notify the seller of your intention to void the contract under this statute (M.G.L. c. 90 § 7N). Do this by certified mail — return-receipt requested — and by regular mail. Enclose a copy of 2 and 3 below.
2. You must provide the seller with a written statement signed by an authorized agent of the inspection station stating the reasons why the motor vehicle failed to pass the safety or combined safety and emissions inspection test.
3. You must give the seller an estimate of the costs of the necessary emissions or safety repairs, showing that those costs exceed TEN per cent of the purchase price.
4. You must deliver the motor vehicle to the seller. It is advisable to take a witness with you and copies of 1, 2, and 3. If the seller refuses to accept the car, go to a Notary and sign a statement with your witness that you delivered the car to the seller on that date but the seller refused to accept the car. Even if you have to tow the car, you must deliver the car to the seller. Don't let the seller discourage you from delivering the vehicle. It is to the seller's advantage if you fail to deliver the vehicle because you won't get a refund.

REMEMBER: You have SEVEN days from the date of sale to get your car inspected. But once you have had it inspected and rejected, you have to complete the one through four listed above within TEN days from the date of sale.

FOR YOUR OWN PROTECTION: Don't allow the dealer to do the inspection for you. Take your motor vehicle to a licensed Massachusetts Inspection Station.



“OK, I FOLLOWED THE STEPS — CAN I GET A REFUND?”

If you comply with these provisions you are entitled to a full refund of your purchase price unless you and the seller agree in writing that the seller may do the necessary emissions or safety-related repairs at his own cost and expense within a reasonable period of time thereafter.

NOTE: It is up to you to decide whether you want to allow the seller an opportunity to repair the car. You can refuse the seller's offer and accept a full refund.

This statute applies only to vehicles purchased for the immediate personal or family use of the buyer.

The dealer must display your "refund rights" under this law on the left front window of each used car delivered to you.

If you have any problems with the Inspection Station, such as if the station refuses to inspect the vehicle or refuses to give you a signed rejection statement, contact the Vehicle Inspection Division of the Registry of Motor Vehicles at (617) 727-3785.

"WON'T THE TRANSFER OF TITLE BACK TO THE SELLER HOLD UP MY REFUND?"

It shouldn't, if you follow the procedure below . . .

Procedure to Get Title Voided or Transferred Quickly in Chapter 90 Section 7N Cases

If within 10 days: (TITLE VOID)

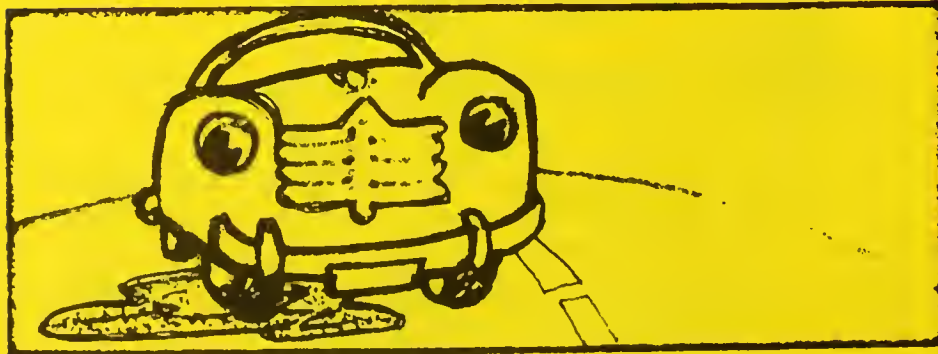
1. Go to the Title Division of the Registry at 150 Causeway Street, Room 615, Boston 02114 — Telephone (617) 727-8500.
2. Bring a photo-copy of your yellow registration form. Make sure the photo-copy is clear and shows the Vehicle Identification Number (VIN number), owner's name, and address. The upper right hand corner should have the registration number and the date underneath. It is especially important that the stampings in the lower left hand corner are clear. These stampings show the sales tax, registration, and title fee paid.
3. See Ruth Mackey, 617-727-8519 and fill out a *withdrawal form*. This is the fastest way to get your title voided if you have not been assigned a title number. Chances are you have not been assigned this number if you are within this 10 day period.

Fastest Takes Hours

More than 10 days: (TITLE RUSH)

1. Write the Title Division, 150 Causeway Street, Room 615, Boston 02114 — Attention Records Section.
2. Include a photo-copy of your yellow registration form. Be sure it is a clear copy and contains everything that is mentioned in number 2 above.
3. Attach a note telling the Division to rush it through because you are bringing this matter under c. 90 §7N and include a telephone number where you can be reached during working hours.

Takes Days



“IN ORDER TO HAVE MY CAR INSPECTED, I’M GOING TO HAVE TO REGISTER MY CAR AND THAT WILL INVOLVE PAYING SALES TAX, REGISTRATION AND TITLE FEES. CAN I GET REBATES ON THESE?”

Yes. You should apply for a rebate on sales taxes and Registry fees. The procedure for this is outlined below . . .

SALES TAX ABATEMENT can be received by filling out an abatement form. The Registry at 100 Nashua St., Boston may have them or you can get them by contacting:

Department of Revenue
Motor Vehicle Unit
215 First Street
Cambridge, MA 02142 — Tel. (617) 727-4607

Mailing address:

P.O. Box 7024
Boston, MA 02204

(8 tax offices throughout Mass. have forms also)

REGISTRATION AND TITLE FEE REBATES can be received by filling out a rebate form at:

Registry of Motor Vehicles — Rebate Section
100 Nashua Street
Boston, MA 02114 — Tel. (617) 727-3804

\$15 Title Fee

\$24 non-reserved plate — \$44 reserved plate

\$64 vanity plate

Note: According to the Registry, you may not have to get the car registered to get it inspected, if you have your old plates and old registration. However, you must abide by the following time limits: If the car has been purchased from a dealer, you have 10 days to use your old plates and registration. If the car has been purchased from a private party, you only have 2 days to use your old plates and registration.

PREVENTATIVE MEDICINE: HOW TO AVOID A LEMON

1. Your best buy in a used car is one that is only two or three years old. Consumer Reports Annual Buying Guide Issue (available at most bookstores for about \$3.50 or your local library) and Consumer Reports Annual April Auto Issue contain valuable information on buying new and used cars. In the used car sections, they tell you the frequency-of-repair records for the various years and list good bets in used cars. Consumer Reports also has a publication entitled *Guide to Used Cars* available for \$10 plus \$1.75 postage from Consumer Reports Books, Box C-719, Brooklyn, N.Y. 11205. Check local bookstores and libraries, also.

2. Purchase a car with the smallest engine necessary to meet your needs, you'll add to better fuel economy and probably have less costly maintenance.
3. Don't buy at night, in the rain, or under any condition that could keep you from seeing and examining everything about the car, inside and out.
4. **Have your mechanic check out the car.** Don't buy the car at all, if the dealer refuses to let you test drive it or have your mechanic check it.
5. Examine the outside of the car thoroughly. Look for rust, dents, and evidence that portions of the car have rusted out and been repaired using body putty. Examine carefully the areas around the bottom of the doors and the rear fenders.
6. Check for ripples in the car body and proper door fit throughout the car. Check if the door handles are tight and the trunk and hood are aligned and fit properly.



7. Look under the car. Check for breaks in the frame or signs that the frame has been welded. Look for excessive rusting of the frame.
8. Look for leaks on the pavement. Black spots are from oil leakage, pink ones are from transmission fluid, and greenish-yellow ones are from coolant. Look for signs of fluid leaking from shock absorbers and signs of brake fluid leaking on the inside of the tires.
9. Check the overall condition of the tires, including the tread depth — it should be at least $1/8$ inch and evenly worn. Check for tire wear. If one side is worn more than the other, it could indicate a mechanical problem.
10. To check the shock absorbers, bounce each corner of the car several times and let go. If the car bounces up and down several times, the shocks could be worn.

11. Lift the hood of the car to check the belts and hoses to see if they are firm and fresh or full of decay. Watch out for batteries which are surrounded by corrosion or cracked.
12. Do a brake check. While the car is stopped, press the brake pedal down slowly but firmly for one minute. If the pedal continues to press in, have the brake line checked.
13. Check the inside carefully. See that every switch on the dash operates properly. That includes the heater and air conditioner. Examine the upholstery, safety belts and carpeting as well as areas under the floor mats.
14. Take the car for a test drive. Test the brakes to make sure there is no pulling to one side or grabbing sensation. Step on the gas, when it is safe to do so and look into the rearview mirror for smoke from the exhaust. If you see a lot of white or bluish smoke, the engine may be bad and need an expensive overhaul. Check to see how much power the car has on a hill. If it has little power, it may need an expensive valve job or an overhaul. Be alert to excessive play in manual transmissions and grabbing or rattling of the clutch. If an automatic transmission doesn't shift smoothly or if there is hesitation when it shifts, the transmission may need repair work. Vibrations in the steering may be signs of front-end trouble.
15. Check the odometer for the mileage and ask whether it has rolled over the 99,999 mile limit. At the time of sale, the seller must provide you with an Odometer Mileage Statement which will make the seller put it in writing.
16. Check if the car has been recalled by calling the Auto Safety Hotline toll free 1-800-424-9393 under the U.S. Dept. of Transportation.
17. The used car dealer who sells only used cars usually has many cars from which to choose, but you should be aware that some of these dealers don't have service garage facilities to repair the cars. You may have to take it to some other service garage for work covered by your warranty. Before you buy, be sure you know where the designated garage is located. Beware of the fly-by-night operator who runs the corner lot and isn't concerned about repeat business. Check out any dealer with the Better Business Bureau. Get customer references.
18. A new car dealer who sells used cars taken in on trade will have a service facility to do necessary repairs. Get a Better Business Bureau report on the dealer and ask the dealer for customer references who bought more than six months ago. Call those references. Check with the Attorney General's Office (617) 727-8400 to see if they have filed suit against the business for deceptive practices.
19. Private party sales require caution, especially if you decide to buy from someone you do not know. Ask the private party to supply you with service records, service station or dealer references and records of the original purchase. It is important to have a mechanic check the car before you purchase it. Be sure you also get a clear title in order to avoid the problems car buyers sometimes encounter with getting a stolen car or one that is about to be repossessed by a bank or finance company.

OTHER LAWS OF INTEREST

In addition to any express warranty given by the dealer, you are protected by the automatic implied warranties under Massachusetts law, which ensure that cars must be fit to be driven safely on the roads and must remain in good running condition for a reasonable period of time.

There is no such thing in Massachusetts as an "as is" sale. Therefore, the seller cannot sell cars or any other consumer product "as is", "with all faults," or "50/50 warranty." You have the right to assume that every consumer product you buy will perform as reasonably expected.

If the car offered for sale has been a police car, taxicab, rental or leased vehicle, demonstrator or a rebuilt vehicle which was previously declared a total loss by an insurance company, the dealer must disclose that to the buyer in writing on the motor vehicle purchase contract.

The law prohibits odometer or mileage indicator turnbacks or readjustments by the seller on any automobile offered for sale.

All automobiles, less than 10 years of age and sold after August 1972, must have a certificate of title issued by the Registry of Motor Vehicles. This title contains the last owner's name and car mileage when purchased by him or her.

By law, the dealer must inform you, on request, of the name and address of the prior owner of the used car you want to buy.

Any person who sells cars, except in casual or isolated sales, must obtain a dealer's license.

Buying a car on credit? The contract must tell you the finance charge or the total cost of the loan in dollars and cents and the annual percentage rate of interest. Comparison shop by matching finance charges and annual percentage rates.

What About Advertising Rules and Regulations?

It is an unfair or deceptive act or practice for a motor vehicle dealer:

— to advertise a sale or promotion in connection with the sale of motor vehicles without clearly and conspicuously disclosing in such advertisement the expiration date and any other conditions of such sale or promotion, including whether the supply of vehicles or other sale goods is limited.

A Used Car advertisement must clearly and conspicuously disclose the stock number of the vehicle, the fact that the vehicle is used and a designation of the vehicle as a demonstrator, taxicab, police car, leased or daily rental vehicle, if the dealer knows or, in the exercise of reasonable care, should know that the vehicle was previously so used.

Bait and Switch advertising is illegal. Don't let a salesperson try to discourage you or switch you from the advertised vehicle you intended to see by refusing to show it to you or by criticizing it.

REMEMBER: *Read the motor vehicle purchase contract. Ask questions before you sign* to be certain you understand the contract, including clauses you initial concerning cancellation. If there are blank spaces on the contract, don't sign it. By law, a dealer must prepare a written motor vehicle purchase contract for each motor vehicle and provide a copy to you at the time you sign it.

NEW I/M PROGRAM: I/M stands for the new Inspection Maintenance Program for Massachusetts motor vehicles. For a free pamphlet and information, contact the Department of Environmental Quality Engineering: 617/292-5630.

FOR FURTHER INFORMATION

The Executive Office of Consumer Affairs and Business Regulation has over 45 free publications of consumer interest. Write or call for a free list.



AUTO DEALER SALES CONTRACTS

CITE YOUR RIGHTS:

Massachusetts General Laws
Chapter 93A, Section 2(c),
940 CMR, 5.04

(Code of Massachusetts Regulations)
Specific subsections shown for each item

SELF-HELP CONSUMER RIGHTS POCKET GUIDE

"Carry the Law in Your Pocket"

DR. EILEEN SCHELL, SECRETARY
EXECUTIVE OFFICE OF CONSUMER AFFAIRS
ONE ASHBURTON PLACE • BOSTON • MA 02108
Telephone 617/727 — 7780



AUTOMOBILE REPAIRS

CITE YOUR RIGHTS:

Massachusetts General Laws
Chapter 93A, Section 2(c),
940 CMR, 5.05

(Code of Massachusetts Regulations)
Specific subsections shown for each item

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MICHAEL S. DUKAKIS, GOVERNOR
PAULA W. GOLD, SECRETARY



AUTO DEALER SALES CONTRACTS

- Copies of contracts *must* be provided at no cost at the time the consumer signs the contract (4). Contracts may *not* be changed or added to by the dealer without the written consent of the consumer (5).
- The dealer *cannot* limit the implied warranties automatically given to the consumer by stating the car is being bought "*as is*" "*with all faults*", or with a "50/50" warranty (15). Express warranties *must* be provided upon request (3).
- The total contract price must itemize any charges for preparation, optional accessories and documentary preparation which were not already included in the purchase price (2d).
- The dealer must inform you on request of the name and address of the prior owner of the used car you want to buy (18).

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AN AUTOMOBILE REPAIR SHOP...

- *Must* give you a written estimate unless you sign a written waiver to a specified amount. The estimate must list the specific repairs and the total price to be paid. You must give written authorization by signing the estimate. There is *no requirement* that you sign a waiver of estimate (3).
- *Must* inform you of any charge for an estimate or diagnosis prior to beginning work (4c).
- *Must* inform you about storage charge conditions (4a).
- *Must* complete the repairs the same day unless you consent to a further delay. If the delay was caused by unanticipated circumstances, same-day repairs are not required (6).
- *Must* provide you with a copy of any document you sign and provide you with an itemized bill (11), (9).
- *Must* return old parts that have been replaced or let you inspect such parts the shop is required to return to the manufacturer (4b).
- *Must not* charge for repairs which have not been made (10).
- *Must not* charge for the correction of shoddy repairs (8).
- *Must not* charge more than \$10 above the original estimate unless they receive your prior approval (7).

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